

07-51

December 5, 2007

Federal Communications Commission
445 12th Street S.W.
Washington, D.C. 20554

EXHIBIT FILE COPY ORIGINAL

Attention: Mr. John Berresford
Room# 4C831

Dear Mr. Berresford:

Thank you for the opportunity to discuss the 5 year contract that our condominium association is locked into with BrightHouse Networks for bulk cable service.

The past president of our board of directors who was in office at the time must have not been thinking when he put five successive boards into a locked in position whether or not our annual budget could include bulk cable service.

I read your reference to pages 30/31, para 65 of the 10/31/2007 R & O, also the comments by one of your commissioners. As I interpret the FCC report, we are still stuck with a 5 year contract that would penalize our condo association if we stopped bulk payments, unless the FCC rules otherwise.

BrightHouse Networks will not allow us any flexibility to go to an individual pay for basic cable service. As a result, we are overpaying to the tune of \$12,000 per year for service not used.

Please regard this letter as our strong complaint to the FCC which requires a remedy. We wish to cancel our 5 year bulk rate agreement for a non bulk rate agreement that would allow us to eliminate our budget line item. Bright House Networks has been here a long time and has the equipment needed to give our owners good service.

To summarize, we wish to revert from bulk service to individual contract service, paid for by each individual owner rather than a bulk rate set up where the condo association is responsible for payment.

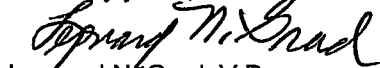
Our budget is left with an inflexible expense which we need to drop.

Bright House will infact not be penalized as they will be charging approximately 25% more to each individual user.

We need your help to get this monkey off our back.

Enclosed are the original contract and automatic extended contract. Please note we tried to cancel our contract before 8/16/2006 but they avoided us and said they needed something in writing. They were on verbal notice that we wished to cancel our bulk agreement.

Sincerely yours,



Leonard N. Grad, V.P.
Board of Directors
Vizcaya Condominium Association of Bradenton, Inc
6101 34th Street West
Bradenton, FL 34210

941-751-1633
Cell 941-224-1459
E-mail:: lenengrad@yahoo.com

CC: Bright House Networks
5413 SR 64 East
Bradenton, FL 34208

No. of Copies rec'd _____
List ABCDE



Patricia Bott
Sr. Manager Commercial Markets
Bright House Networks
(941) 345-1377
(941) 345-1334 fax

bright house
NETWORKS

Fax

Date: 8/17/06

To: Betty

Fax: 753-3721

Office: 755-2082

Number of pages: 1
(including this page)

*Jay will not answer
try 727-8920.*

.....
Betty:

Our Customer Service Department said you called today to request a copy of the contractual bulk agreement for Vizcaya Condominium Association. I tried to return your call, but no one answered so I left you a message.

On August 3rd, 2006, Mr. Bud Cain also called to request a copy of the agreement at which time I explained to him that we need the request in writing in order to release a copy and I gave him my fax number and e-mail address. We require the request in writing in order to protect the confidentiality of the agreement and the rights of the Association.

I still have not received the written request from Mr. Cain, but will be happy to fax you a copy of the agreement upon your written request. The request can be faxed to me at 941-345-1334 or sent to me via e-mail at patricia.bott@mybrighthouse.com.

If you have any questions, please feel free to contact me at 941-345-1377.

Thank you,

Patricia Bott

VIZCAYA OF BRADENTON CONDOMINIUM ASSOCIATION, INC.

6101 34th Street West, Bldg. 34
Bradenton, Florida 34210
Phone (941) 755-2082 Fax (941) 727-8920

Fax to: (941) 345-1334

**BrightHouse Networks
Attention: Patricia Bott
P. O. Box 25206
Bradenton, FL 25206-5206**

Dear Ms Bott:

**Please be advised by this letter that Vizcaya of Bradenton
Condominium Association, Inc. desires to NOT renew it's contract , our
account #8223 14 001 0421913.**

**Instead, we would like to discuss with you at your earliest convenience,
a renegotiation of the contract and its terms.**

**You may reach me at (941) 730-7211 or our Vizcaya office (941) 755-
2082.**

Respectfully,


Bernard L. Koyen, President

Aug 21, 2006

5413 SR 64 East
Bradenton, FL 34208
Tel: 941-345-1977
Fax: 941-345-1334
Email: patricia.bott@mybrighthouse.com

bright house

NETWORKS

Commercial Markets

August 23, 2006

Bernard Koyen
Vizcaya of Bradenton Condominium Association, Inc.
6101 34th Street West, Bldg. 34
Bradenton, FL 34210

Re: Bulk Cable Television Service Agreement

Dear Mr. Koyen:

Per our conversation, the bulk basic cable service agreement for Vizcaya of Bradenton renewed on August 16, 2006. With the renewal the provisions of the agreement remain the same.

The existing agreement became effective August 15, 2001 at which time the bulk basic rate was \$10.73 per unit per month. The account is reviewed annually for rate increases which are based upon our franchise retail rate. Bright House Networks has attempted to keep the bulk rate for Vizcaya as low as possible. The bulk basic rate has only increased \$2.09 per unit over the past 5 years. The current bulk rate of \$12.82 has been in effect since January 1, 2005 because Bright House Networks chose not to increase the rate for Vizcaya in 2006.

At this time, I project that your rate for 2007 will remain at \$12.82 per unit per month. This rate reflects a 28% discount off the franchise retail rate of \$17.80.

Vizcaya of Bradenton Condominium Association does have the option to upgrade to bulk standard service. Attached is a Standard channel line-up for your review. Bright House Networks can provide bulk standard cable service to the residents of Vizcaya at a discounted rate of \$23.75, which reflects a 50% discount off the retail rate of \$47.79. The bulk standard rate of \$23.75 would be in place of your existing bulk basic rate of \$12.82. Basically for an additional \$10.93 per unit per month the residents will receive an additional 50+ channels.

2

Residents that are currently purchasing the standard tier channels 26-76, 95, 96, 98, 99 are being billed individually at the retail rate of \$29.69, plus paying the Association \$12.82 for the bulk basic, totaling \$42.51 per month. By the Association upgrading to bulk standard service, these residents would be getting both the basic and standard tier for \$23.75, providing a savings to the resident of \$18.76 per month and eliminating the their individual bill for the standard tier.

Upon your request, a bulk standard cable service agreement can be sent to Vizcaya for your review.

If you have any questions, please feel free to contact me at 941-345-1377.

Thank you for your patronage, and the opportunity you have given Bright House Networks to provide cable television to the residents and guests of Vizcaya of Bradenton.

Sincerely,

Patty Bott

Patty Bott

Sr. Manager Commercial Markets
Manatee County Region

Works for:

Mr. Michael Letts, VP Marketing
748 3816 x 2388

346-1357 - Bright House - 2/21/07
Nothing Due



September 4, 2001

Ms. Sharleen Roscher
Manager
Vizcaya Condominium
6101 34th Street West
Bradenton, FL 34210

Dear Ms. Roscher;

Enclosed is a fully executed copy of the Residential Services Agreement (Bulk Services) for Vizcaya Condominium Association, Inc.

Please contact Patty Miller or myself if you have any questions or need further assistance and thank you for choosing Time Warner.

Very Truly Yours,

A handwritten signature in dark ink that reads 'Debby DENNISON'.

Debby Dennison
Commercial Development Coordinator

Residential Services Agreement (Bulk Services)

DATE: August 15, 2001

PARTIES

Operator:

Time Warner Entertainment-Advance/Newhouse Partnership, a New York General Partnership, Through Its Tampa Bay Division d/b/a Time Warner Communications

Contact Person: Patty Miller

Telephone: (941) 748-3816 x336

Facsimile: (941) 748-9773

Association:

Vizcaya Condominium Association, Inc.

Contact Person: Sharleen Roscher

Telephone: (941) 755-2082

Facsimile: (941) 727-8920

PROPERTY:

Vizcaya Condominium, 6101 34th Street West, Bradenton, Florida 34207

Number of Units: 256

On-Site Contact Person: Sharleen Roscher

Telephone: (941) 755-2082

Facsimile: (941) 727-8920

RECITALS

- Association governs the multi-unit residential property referred to above (the "Property") and as further described in the legal description set forth on Exhibit A.
- Association and Operator wish to make the Services available to residents of the Property ("Residents") in accordance with the terms and conditions of this Agreement.

1. TERMS AND CONDITIONS

In consideration of the Recitals and the mutual covenants contained in this Agreement, the parties agree as follows:

1. Operator's Basic Obligations

1.1 Services. The term "Services" means the services described below:

- (A) **Bulk Basic Services.** Upon completion of construction or upgrading of the System (as defined hereafter), if necessary, or within 30 days after the execution of this Agreement if no construction or upgrading is necessary, Operator will offer Bulk Basic Services to Association and the Residents. "Bulk Basic Services" means the package of multi-channel cable television and other video-and/or-sound services provided over the System, as set forth on Exhibit B hereto.
- (B) **Additional Services.** Operator may offer Additional Services to Association and Residents on a non-exclusive basis. "Additional Services" means any services other than the Bulk Basic Services that can be provided to the Property over the System.
- (C) **Installation of System (as Applicable).** To the extent necessary (e.g., there is no, or there is insufficient, existing wiring and facilities) and at no charge to Association, Operator will design, construct, install and/or upgrade the System in accordance with industry standards, Laws and Regulations (as defined in Section 12.5 of this Agreement), using a construction schedule and design agreed upon by Association and Operator. "System" means all equipment, facilities, internal and external wiring (including cable home wiring and cable home run wiring), conduit and molding that Operator installs or upgrades on the Property or that exist on the date of this Agreement and that Operator uses to deliver the Services.

1.2 Maintenance of System. Operator will maintain, operate, repair and upgrade the System in accordance with industry standards and Laws and Regulations.

2. Bulk Basic Services Fee.

Association shall pay to Operator the Bulk Basic Services Fee as set forth on Exhibit B.

3. Ownership and Use of System during Term of Agreement

During the term of this Agreement, Operator will own and have the exclusive right to access, control and operate the System, unless Association paid for such equipment, facilities, conduit or wiring to be installed, or such equipment, facilities, conduit or wiring is owned by a third party, in which case (as between Association and Operator) Association shall own such items and Association hereby grants to Operator the exclusive right to access and use such items during the term of this Agreement. Association shall not permit any part of the System to be interfered with or used by any third party, provided however that the Association shall not be responsible for the acts of residents or people acting on their behalf. The System will not be deemed to be affixed to or a fixture of the Property. Association shall not access, operate, or move the System during the term of this Agreement. Association will provide the power necessary to operate any of Operator's equipment that is located on the Property.

4. Association's Basic Obligations; Grant of Easement; Marketing

4.1 Easement. At the time of signing this Agreement, Association will execute an Easement and Memorandum of Agreement in the form of Exhibit C. Operator may record this instrument at any time.

4.2 Grant of Rights. Association acknowledges that Operator will spend substantial time, resources, and money in meeting its obligations under this Agreement, and that Operator is relying on Association's covenants in this Agreement in order to recoup its investment by providing the Services to the Property and by collecting revenues from customers. Accordingly, Association hereby grants to Operator (A) the exclusive right to design, construct, install, operate, maintain, upgrade, and remove the System on the Property, (B) the exclusive right to install, occupy, maintain, and remove the molding and other conduit housing the wiring of the System without alteration by Association or third parties, (C) the exclusive right to provide the Bulk Basic Services to Residents over the System, and (D) the right to market, offer, provide and charge for Additional Services to Residents. Where Laws and Regulations prohibit

Association from granting exclusive rights to Operator under this Section 4.2, then such rights shall be non-exclusive to the extent required by Laws and Regulations.

4.3 Marketing Materials

(A) In addition to Operator's right to market its Services at the Property, during the term of this Agreement, Association shall display Operator's marketing and sales materials for the Services in leasing offices and common areas (subject to Association's reasonable approval of the materials and location).

(B) Association will allow Operator to periodically host an event on the Property, at Operator's expense, to introduce Services to Residents and prospective Residents. Such event shall be subject to reasonable restrictions imposed by the Association.

5. Term

5.1 Bulk Services Term. The term of this Agreement commences on the date of this Agreement and continues for five (5) years, and shall be automatically renewed for an additional five year terms thereafter.

5.2 Provision of Services on Right of Entry Basis. After termination of the Bulk Basic Services term, Association grants Operator a fifteen (15) year right to enter the Property and provide any and all Multi-Channel Video Services on a non-exclusive basis to residents of the Property ("Right of Entry Term"). "Multi-Channel Video Services" means multi-channel cable television and other video-and/or-sound services provided over the System, whether analog or digital, including the same package of basic, premium, and pay-per-view services that Operator offers generally to customers in the franchise area where the Property is located (or within a five-mile radius (or a smaller or larger radius as may be reasonable under the circumstances) of the Property if the Property is not located within a franchised area) (the "Area"). The Multi-Channel Video Services are subject to change depending on various factors, including changes in programming available to Operator, legal requirements to carry certain programming, and capacity.

6. Association's Representations and Warranties

Association represents and warrants that (A) Association is the Association in fee simple of the Property and no purchase contracts exist with respect to the Property; (B) the Property is not part of a bankruptcy proceeding, foreclosure action, deed-in-lieu-of-foreclosure transaction, or similar proceeding; (C) Association has the full power and authority to negotiate, execute, deliver and perform this Agreement and the Easement and Memorandum of Agreement and that the signatory below has been authorized to execute and deliver this Agreement and the Easement and Memorandum of Agreement; (D) Association's execution and delivery of this Agreement and the Easement and Memorandum of Agreement do not conflict with any contractual right or any interest in the Property granted to any third party; (E) Association owns and/or has the right, subject to applicable Laws and Regulations, to grant to Operator hereunder the exclusive right to use all parts of the System not owned by Operator (including any third party wiring, molding or components, if any); and (F) there are not agreements, understandings or intentions with or between Association and any other party that conflict with this Agreement.

7. Breach of Agreement

If a party breaches any term of this Agreement and fails to cure such breach within 30 days after receiving notice from the non-breaching party reasonably detailing the breach, then the non-breaching party may terminate this Agreement, bring an action against the breaching party for damages, or seek any other available legal or equitable remedy.

8. No Warranties; Limitation of Liability

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, OPERATOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SYSTEM OR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. Operator will not be liable to Association or to any third party for any indirect, special, punitive or consequential damages, including, but not limited to, damages based on loss of service, revenues, profits or business opportunities.

9. Indemnity

9.1 From Operator. Except for claims caused by the conduct, omissions, or negligence of

Association, its employees or agents, Residents, or any third party that has entered the Property with Association's permission, Operator will indemnify, defend and hold harmless Association and, as applicable, Association's shareholders, members, partners, directors, managers, officers, employees, agents, representatives and affiliates (collectively, "Related Parties") from and against all claims, liabilities, losses, costs or damages, including reasonable attorney and other fees and costs relating to the investigation and defense of such matters (collectively, "Losses"), incurred by Association or its Related Parties that result from Operator's design, construction, installation, operation, or maintenance of the System.

9.2 From Association. Association will indemnify and hold harmless Operator and Operator's Related Parties from and against all Losses incurred by Operator or its Related Parties that result from (A) damage to any part of the System caused by Association, its employees or agents, or any third party that has entered the Property with Association's permission, (B) any claim arising out of Association's operation of the Property, and (C) Association's breach of its representations and warranties in Article 6.

10. Removal of System; Mandatory Access Laws and Regulations

10.1 Removal of System. Subject to Laws and Regulations, after this Agreement has expired or been terminated, Operator shall retain ownership of, and for 90 days after such expiration or termination be entitled at Operator's option to, remove, abandon, disconnect, or sell all of the respective components of, the System, unless Association paid for such equipment, facilities, conduit or wiring to be installed, or such equipment, facilities, conduit or wiring is owned by a third party, in which case (as between Association and Operator) Association shall own such items and Operator shall not be entitled to remove or disturb such items. Operator will pay for removal unless the Agreement was terminated because of Association's default, in which case Association will bear the cost. Upon such removal, Operator will repair and restore all portions of the Property from which the System has been removed to its condition immediately prior to such removal.

10.2 Mandatory Access Laws and Regulations.

Notwithstanding anything to the contrary in this Article 10 or the Agreement, if Laws and Regulations require Association to provide Operator with access to the Property for the provision of any service, then Operator shall (A) continue to own and be permitted to access, and use all wiring and other components of the System, for so long as permitted by Laws and Regulations, to provide service to the Property, and (B) have the right to remove, abandon, disable, or sell such wiring and other components of the System within 90 days after Operator no longer is permitted by Laws and Regulations to provide such services.

11. Confidential Information; Announcements

Except as specifically provided in this Agreement, Association and Operator will (a) keep this Agreement and its terms confidential, (b) keep confidential any information that is provided by one party to the other and that is marked as confidential, (c) not use any such confidential information for any purpose other than performance of this Agreement, and (d) not make any public announcement or press release about this Agreement without the other's prior approval. Nothing contained herein shall prevent the Association from making the terms and provisions available to members of the Association.

12. Miscellaneous Provisions

12.1 Force Majeure. Despite anything to the contrary in this Agreement, neither party will be liable or in default under this Agreement for any delay or failure of performance resulting directly from anything beyond the reasonable control of the nonperforming party, including, but not limited to, acts of God, acts of civil or military authority, acts of a public enemy, war, severe weather, earthquakes, or floods, fires or explosions, governmental action or regulation, strikes, lockouts, or other work interruptions or labor shortages, supplier shortages, transportation and delivery delays, or blocked access rights.

12.2 Modification; Waiver; Scope of Agreement. This Agreement constitutes the entire agreement between Association and Operator with respect to, and supersedes all other agreements relating to the subject matter contained herein. This Agreement can be modified or changed only by a written instrument signed by both parties. A party's waiver of enforcement of any of the terms or conditions of this Agreement will be

effective only if in writing. This Agreement shall be freely assignable by either party.

12.3 Severability. If this Agreement is rendered invalid or otherwise unenforceable under Laws and Regulations or by a governmental, legal or regulatory authority with jurisdiction over the parties, then the remainder of this Agreement will continue in full force unless such continuance will deprive one of the parties of a substantial benefit hereunder or frustrate the main purpose(s) of this Agreement. In such event, the parties shall use their reasonable best efforts to replace the invalid or unenforceable provision with a provision that, to the extent permitted by Laws and Regulations, achieves the purposes intended under the invalid or unenforceable provision.

12.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which is considered an original.

12.5 Compliance with Laws and Regulations; Choice of Law. This Agreement shall be subject to, and in the performance of their respective obligations under this Agreement the parties shall comply with, all applicable federal, state and local laws and regulations (including the rules and regulations of quasi-governmental and regulatory authorities with jurisdiction over the parties) and the requirements of Operator's franchise agreement for the area (collectively, "Laws and Regulations"). This Agreement is governed by and shall be interpreted under the laws of the state in which the Property is located, without regard to its choice-of-law provisions.

12.6 Enforcement Costs. If either party sues or brings any other type of enforcement action in connection with this Agreement, then the prevailing party shall be entitled to seek to recover its reasonable attorneys' fees and other costs in connection with such action.

12.7 Notices. All notices, requests, demands, consents and other communications that are required to be or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by facsimile, courier, registered or certified mail (postage prepaid), overnight delivery or in person to a party's address stated at the head of this Agreement. Such notice shall be effective, (A) if sent by facsimile, when confirmation of transmission is received, or (B) otherwise, upon actual receipt or rejection by the intended recipient. Either

party may change its address by giving notice to the other party in accordance with this Section.

12.8 Survival. The terms of Articles 8, 9, 10, 11 and 12 will survive the expiration or termination of this Agreement for any reason.

13. Community Channel. Upon completion of construction and wiring for all dwelling units, Time Warner will commence the design and installation of equipment needed for the system to accommodate a Community Information Channel. Time Warner's involvement will be limited to providing the equipment required to add a Community Information Channel. Association shall be responsible to pay Time Warner \$4600.00, prior to the installation of the Community Channel, towards the equipment, wiring and installation. Association shall provide an appropriate location and housing for the Community Channel equipment, and shall provide the electricity for same. The equipment, exclusive of the wiring, shall be owned by the Association who shall be responsible for the maintenance and repair of the equipment. The Community Information Channel shall be located on channel 18, of the existing channel line-up. Association acknowledges that Time Warner's channel line-up may change from time to time and that Association may be compelled by such change to re-assign the location of the Community Information Channel. If Association elects to relocate the Community Information Channel, Association will reimburse Time Warner for expenses incurred to related channels. Association will not incur any monthly reoccurring cost for the provision of the Community Information Channel.

DATED: August 20th, 2001

TIME WARNER ENTERTAINMENT-
ADVANCE/NEWHOUSE PARTNERSHIP

By:

Rosemary R. Carlson

Rosemary R. Carlson

Title:

Vice President, General Manager
Manatee Region

Witness:

Deborah D. Nelson
D. Nelson

VIZCAYA CONDOMINIUM ASSOCIATION,
INC

By:

Virginia H. Riebe

Printed Name:

Virginia H. Riebe

Title:

President Viscaya Condo A

Witness:

H. Rescher

Exhibit A
Legal Description of the Property

Section 22, Township 35S, Range 17E, Primary address: 6101 W. 34th Street, South County, Subdivision
Number 6224501, Subdivision Name: Vizcaya Condominium, CB 16/51

Exhibit B

Bulk Basic Services and Fee

BULK BASIC SERVICES

Channel line-up and description of Bulk Basic Services are attached. Subject to applicable law, Operator shall be entitled to add to, delete from, move channel positions, and otherwise modify the Bulk Basic Services in its sole discretion from time to time, provided that the Bulk Basic Services shall continue to meet or exceed the industry standard.

BULK BASIC SERVICES FEE

The Bulk Basic Fee shall be \$10.73 per unit, for each unit activated with Bulk Basic Services at the Property per month (plus applicable taxes and fees). The Bulk Basic Services Fee does not include Operator's provision of rental equipment to Residents, which shall be billed for and paid by Residents, at the franchise retail rate. Operator will bill Association for the Bulk Basic Services on a monthly basis in advance and payment by Association shall be due within 15 days after receipt. If Operator fails to present an invoice prior to the first day of the month for which Bulk Basic Services are being provided, such failure shall not constitute a waiver of the charges for the Bulk Basic Services delivered to the Property, and Association promptly shall pay such invoice when delivered by Operator.

Operator shall be entitled to raise the Bulk Basic Services Fee as follows: At any time upon 30 days prior written notice to the Association, provided that such increases shall not exceed 8% during any calendar year.

**Time Warner
Bulk Basic Channel Line-up***

WCLF (Ch.22) IND	2
WEDU (Ch.3) PBS	3
WTOG (Ch.44) IND	4
WBHS (Ch. 50) HSN	5
WTTA (Ch.38) WB	6
WWSB (Ch. 40) ABC	7
WFLA (Ch.8) NBC	8
Bay News 9	9
WTSP (Ch.10) CBS	10
WFTS (Ch. 28) ABC	11
WMOR (Ch.32) IND	12
WTVT (Ch.13) FOX	13
WGN Chicago	14
WBSV (Ch. 62) IND	15
WUSF (Ch. 16) PBS	16
WXPX (Ch. 66) PAX	17
COMMUNITY CHANNEL	18
TOWNCenter	19
Manatee Government Access	20
Manatee Educational TV	21
QVC	22
TBS Atlanta	23
CNNfn	24
History Channel	25
Value Vision	98
TV Guide Channel	99

*Subject to change, provided that the number and type of offering continues to comply with industry standards.

Exhibit C Easement and Memorandum of Agreement

1. Grant of Easement

In consideration of \$10, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Vizcaya Condominium Association, Inc. ("Grantor") grants to Time Warner Entertainment-Advance/Newhouse Partnership ("Grantee"), its successors and assigns, a non-exclusive easement on Grantor's property and all its improvements (as described in the attached Exhibit A) (the "Property"). This easement is for the purposes of permitting Grantee and its affiliates and contractors to design, construct, install, operate, maintain, market, upgrade, repair, replace, and remove a system (including internal and external wiring, poles, conduits, molding, pipes, antennas, servers, switch equipment, software, central processing units and other facilities and equipment ("System")) for the delivery of entertainment, video, Internet access, and other services that may be delivered over the System to the Property, as more fully provided in the Residential Services Agreement between Grantor and Grantee with respect to the Property (the "Agreement"). During the term of the Agreement and this Easement, Grantee shall own, and Grantee shall have the exclusive right to access, control and operate, the System, and the System shall not be deemed to be affixed to or a fixture of the Property. Ownership and removal of the System after the expiration of the Agreement and this Easement shall be pursuant to the Agreement. Grantor will also provide reasonable space for Grantee's equipment, provided that all equipment shall be located where reasonably specified by Grantor.

Grantor reserves the right to grant other easements on the Property, but will not allow such other easements to cause unreasonable interference with the easement granted to Grantee herein.

Grantee will have and hold the easement, together with every right and appurtenance connected to it, for an initial term of five (5) years and for so long thereafter as Grantee is providing services to the Property under the Agreement. When that period expires, this easement will terminate after an additional 90-day continuation period solely for the purpose of allowing Grantee to remove its System. Grantor, its successors and assigns hereby agree to warrant and forever defend the easement to Grantee as well as its successors and assigns against every person who claims any part of it.

This easement shall not amend, modify, terminate, release or discharge any party from its rights or obligations under any other written easement with respect to the Property. If Grantee currently has the right to serve the Property under any other written easement, then such other easement shall survive this easement and shall continue to bind the parties in accordance with its terms; provided, however, that in the event of any conflict between the terms of any such other easement and this easement during the term hereof, this easement shall control.

This easement and other rights granted to Grantee run with the title to the Property and are binding on Grantor and on all subsequent Associations of the Property, as well as on others who may claim an interest in the Property.

2. Memorandum of Agreement

In addition to the rights granted above, the Agreement grants to Grantee the right to market and provide Bulk Basic Services and other Services to Grantor and to residents of the Property.

[DATE, SIGNATURE, AND NOTARIZATION ON FOLLOWING PAGE]

Dated:

8/16/01

VIZCAYA/CONDOMINIUM ASSOCIATION, INC.

By:

Virginia H. Riebe

Printed Name:

Virginia H. Riebe

Title:

President Vizcaya Condo Assoc.

State of

FL

County of

MANATEE

SS:

This instrument was acknowledged before me by

Virginia Riebe

as the

President of Vizcaya

Condo Assoc. on the 16th day of August 2001

Witness my hand and official seal.

Notary Public

[SEAL]

My commission expires:

11/29/01

OFFICIAL NOTARY SEAL

SK ROSCHER

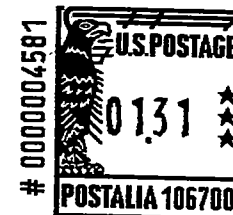
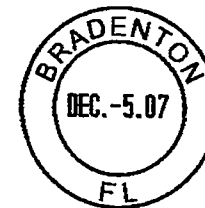
NOTARY PUBLIC STATE OF FLORIDA

COMMISSION NO. CC692785

MY COMMISSION EXP. NOV. 29, 2001

LEONARD GRAD
VIZCAYA OF BRADENTON
CONDOMINIUM ASSOCIATION, INC.
6101 34th St. W. Bldg. 34
Bradenton, FL 34210

MB 07-51



FEDERAL COMMUNICATIONS COMMISSION
445 12th STREET S.W.
WASHINGTON, D.C. 20554

ATTENTION:
MR. JOHN BERRESFORD
Room # 4C831

